the rule generally accepted. It will be noted too that the decision, on the facts, goes farther than a strict interpretation of the rule would justify. The frequently quoted statement that it takes a "strong case" for a court to make one corporation liable for the acts of another is illustrated in most of the cases, but seems to be less strikingly true when the public interest is subserved by holding the controlling corporation liable. Thus *Van Dresser* v. *Oregon Ry. & Navigation Co.*, 48 Fed. 202 contrasted with *United Press* v. *A. S. Abell Co.*, 68 N. Y. Supp. 613. Interesting late cases on this point are *Pittsburgh & Buffalo Co.* v. *Duncan*, 232 Fed. 584; *Erickson* v. *Minnesota & Ontario Power Co.* (Minn.), 158 N. W. 979; *Chicago Mill & Lumber Co.* v. *Boatmen's Bank*, 234 Fed. 41, and the many cases cited in the main case and in COOK, CORPORATIONS, §§ 317, 663, 664, & 727. *Miner* v. *Husted* (Mich.), 157 N. W. 442, 23 D. L. N. 243, is an extremely broad application of the rule to a case between private parties.

COVENANTS RUNNING WITH THE LAND—NECESSITY FOR NAMING ASSIGNS.—Action against the assignee of the reversion in premises leased by plaintiff. The covenant, in which assignees were not mentioned, provided for payment by the lessor for improvements made in promotion of the purposes for which the lease stipulated the premises were to be used. *Held*, the covenant of the lessor ran with the reversion, and was enforceable against his assignee. *Purvis* v. *Shaman* (Ill. 1916), 112 N. E. 679.

In *Spencer's Case*, 2 Coke 17, it was resolved that where a covenant in a lease concerns a thing not in esse it will in no case run to bind the assignees of the covenanting parties unless "named." This doctrine is still supported by the numerical weight of authority. *Thompson* v. *Rose*, 8 Cow. 266; *Bream* v. *Dickerson*, 2 Humph. 126; *Cronin* v. *Watkins*, 1 Tenn. Ch. 119; *Walsh* v. *Fussell*, 6 Bing. 163; *Grey* v. *Cuthberson*, 2 Chit. 482; *Etowah Min. Co.* v. *Wills Valley Co.*, 121 Ala. 672, 25 So. 720; *Tallman* v. *Coffin*, 4 N. Y. 134; *Watson* v. *Gardner*, 119 Ill. 312, 10 N. E. 192. In *Minschull* v. *Oakes*, 2 H. & N. 793, which was a covenant to repair any building that might be erected, the doctrine of *Spencer's Case*, supra, was limited to covenants to do "an absolutely new thing." It would seem that the decision in the principal case might be supported by like reasoning, but it was not put on this ground. *Grey* v. *Cuthberson*, supra, decided many years before *Minschull* v. *Oakes*, supra, involved a covenant to pay for fruit trees which might be planted, and the distinction was not made. Another group of cases shows a tendency, which is becoming more general, to depart from what is frequently considered the technical, if not arbitrary, rule of *Spencer's Case*, and hold that the covenant runs, if from the instrument it can be determined that the parties intended that it should, regardless of whether the assignees are "named," *Masury* v. *Southworth*, 9 Oh. St. 341; *Brockmeyer*, v. *Sanitary District*, 118 Ill. App. 49; *Duffy* v. *Southern Pac. Ry.*, 36 Ore. 128; *Pittsburg, C. & St. L. R. Co.* v. *Bosworth*, 46 Oh. St. 81; *Sexauer* v. *Wilson*, 136 Ia. 357, 14 L. R. A. (N. S.) 185. The opinion in the principal case evinces a more tender regard for *Spencer's Case*, supra, than is shown in those just cited; but in closing the court states: "Whether there was ever any rational ground of distinction between

things which are or are not in esse when the covenant is made where they do not concern the use and enjoyment of the demised premises, there certainly is none where the covenant directly concerns such use and enjoyment." The second resolution in *Spencer's Case* assumes in each instance that the covenant "directly concerns" the thing demised, and the presence of that fact in the principal case only goes to supply that ever-present requisite, and does not at all touch the necessity of "naming" the assignees, which is directly governed by whether the covenant concerns a thing in esse. If there is an option on the part of the tenant to improve, the covenant to pay for such improvement is considered personal, and will not run. *Hite* v. *Parks,* 2 Tenn. Ch. 373; *Cicalla* v. *Miller,* 105 Tenn. 255; *Gardner* v. *Samuel,* 116 Calif. 84, 47 Pac. 935; *Batchelder* v. *Dean,* 16 N. H. 265. The court succeeded in finding in the language used, a covenant on the part of the lessee to improve.

CRIMINAL LAW—INTENT TO COMMIT ABORTION.—Defendant was convicted of the crime of abortion. The judge of the lower court charged the jury that "an intent to produce a miscarriage may exist without absolute knowledge of pregnancy. And if there be a mere suspicion that pregnancy exists, there may be an intent to cause a miscarriage if the suspected condition exists." *Held,* the charge as to the existence of the intent along with mere suspicion of pregnancy was correct. *State* v. *Loomis* (N. J.), 97 Atl. 896.

Courts have generally agreed that intent on the part of the accused to commit an abortion is an essential element of the crime. *State* v. *Jones,* 4 Pennewill 109, 53 Atl. 858; *State* v. *Gaul* (Wash.), 152 Pac. 1029. It has also been held as in the principal case that intent to commit an abortion may be present without knowledge or even strong belief that the woman is pregnant. *State* v. *Powe,* 48 N. J. Law 34. "Intention does not necessarily involve expectation. I may intend a result which I well know to be extremely improbable. So an act may be intentional with respect to a particular circumstance, although the chance of the existence of that circumstance is known to be exceedingly small. Intention is the foresight of a desired issue, however improbable—not the foresight of an undesired issue, however probable. If I fire a rifle in the direction of a man half a mile away, I may know perfectly well that the chance of hitting him is not one in a thousand; I may fully expect to miss him; nevertheless, I intend to hit him if I desire to do so. He who steals a letter containing a cheque intentionally steals the cheque also, if he hopes that the letter will contain one, even though he well knows the odds against the existence of such a circumstance are very great. Conversely, expectation does not in itself amount to intention. An operating surgeon may know very well that the patient will probably die of the operation; yet he does not intend the fatal consequence which he expects. He intends the recovery which he hopes for but does not expect." Salmond on Jurisprudence (4th ed.) 336. For an analogous problem see 14 MICH. L. REV. 399.

DAMAGES—EVIDENCE OF INDUSTRIOUS HABITS ADMISSIBLE.—Plaintiff sued for damages based on injuries sustained through defendant's fault. He became unconscious, continued in that state for several days and suffered from permanent diminution of hearing, recurring headaches and dizziness. The